

Iowa Co.

Teamsters #238 (Roads)

7/1/2006 6/30/2009

IOWA Co. / TEAMSTERS #238 (ROADS)

06-09

AGREEMENT

between

IOWA COUNTY  
SECONDARY ROAD DEPARTMENT

and

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL  
UNION NO. 238, AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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July 1, 2006 to June 30, 2009

IOWA COUNTY SECONDARY ROADS  
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IOWA COUNTY  
SECONDARY ROAD DEPARTMENT

AGREEMENT

THIS AGREEMENT is entered into by and between the COUNTY OF IOWA, state of Iowa, hereinafter called "Employer," and CHAUFFEURS, TEAMSTERS & HELPERS, LOCAL UNION NO. 238, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1  
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Employer in the following bargaining unit, pursuant to Order of Certification dated July 17, 1978, in PERB Case No. 1248 as amended July 1, 1999, to-wit:

INCLUDED: All non-professional employees of the Secondary Road Department, including Shop Foreman, Working Foreman, Mechanics, Machine Operator, Truck Driver, Dragline Operator, Sign Maintenance Person, Parts Person, Tire Repairer, Laborer, Engineering Technician I, Engineering Technician II, and Engineering Technician III.

EXCLUDED: All other County employees, elected officials, Registered Engineers, County Engineer, Assistant to the Engineer, General Superintendent, Engineer's Secretary, shop Superintendent, Roadside Manager, and all other persons excluded by Section 4 of the Act.

Section 2. The parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement shall be recognized thereafter as included or not included within the bargaining unit as the case may be, pursuant to the Board's certification.

## ARTICLE 2 DEFINITIONS

Section 1. ACT means Iowa Public Employer Relations Act as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. Bargaining unit is the bargaining unit certified by the Public Employment relations Board and defined in Article 1, Recognition, Section 1 thereof.

Section 4. A regular employee is an employee other than a temporary employee or a part time employee who has completed the probationary period.

Section 5. Probationary employee is a full time employee who does not acquire regular status and seniority until after completing a sixty (60) calendar day probationary period.

Section 6. Part time employee is any person employed by the employer on a continuing part time basis who is scheduled to work less than forty (40) hours per week.

Section 7. Temporary employee is any person employed full time by the employer but designated as a temporary employee. Temporary employee status shall not continue for more than a period of four (4) calendar months.

Section 8. A temporary employee and a part time employee shall not acquire seniority nor shall such an employee be entitled to any of the other benefits of this contract, unless expressly permitted by a later section of this Agreement.

Section 9. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "regular" employee.

Section 10. Qualified - pertinent criteria such as demonstrating skill, ability and competence as determined by the Employer.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the Employer by law.

Section 2. The list of Management Rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority, and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out in this Article are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## ARTICLE 4 SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

Section 2. Once the probationary period is completed, seniority will be retroactive to the date of hiring and shall be considered to be a period of continuous employment by an employee commencing with the date of employment or hiring. If two (2) or more employees are employed on the same date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

Section 3. The Union shall be furnished with a seniority list and job classification showing all employees and the employee's date of employment for each employee covered by this Agreement within thirty (30) days after the execution of this Agreement, and each six (6) months thereafter. Protest of errors and or omissions from such a list must be made to the County within ten (10) working days from the date of providing the Union a list; otherwise the list will stand as being correct.

Section 4. In making promotions and transfers, the Employer shall consider the employee's seniority and the employee's qualifications.

Section 5. An employee shall lose all seniority rights under this Agreement for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Unexcused absence for a period in excess of three (3) consecutive working days.
4. Failure to secure proper leave of absence or failure to return by the expiration date of leave of absence properly granted. In cases of emergency, the period of leave may be extended by the Employer.
5. Laid off for a period of twenty-four (24) months.

Section 6. Absences while on leave or layoffs after January 1, 1980, shall not be deemed to break the continuity of employment for the purpose of seniority.

Section 7. All openings of employment with the Employer that pertain to and are covered by this Agreement shall be posted on the bulletin boards. Posting shall be at a conspicuous place so that all employees will receive notice of the vacancy in the job or position open. All job openings covered by this Agreement shall be posted at least five (5) days prior to seeking a person not currently employed by the Employer. The most senior employee who is qualified and can satisfactorily perform the required work and who applies for the job opening will be given the position. The employee who qualifies for the new position shall be moved into that position within ten (10) working days. An employee who bids into an opening shall have thirty (30) days in which to voluntarily return to the position previously held by the employee. Employees who are not able to get to the posting area shall be mailed copies of the job openings. In the event that there would not be an employee qualified for said job or position, the Employer may hire an individual who is not employed by the Employer. An employee who bids into an opening shall have ninety (90) days to satisfy the Employer of the employee's ability to perform the work of the new position. If the Employer is not satisfied, the employee will be returned to the employee's former position. Each employee may bid only two (2) times during the contract year on any opening that is covered by this agreement. A bid will not count against an employee who bids on a job and does not receive the bid or removes his/her name from the bid list. If the employee accepts the bid and has a trial period the bid will count as a bid.



ARTICLE 5  
PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the employer determines that an employee must be laid off, the employer shall determine in which classification the layoff shall occur. A temporary, part-time or probationary employee performing duties within the job classification from which employees are to be laid off, shall be laid off first and shall have no bumping rights or right of recall. Thereafter, an employee with the least seniority in the classification shall be laid off first, provided those employees retained are qualified to carry on the work or operation.

Section 2. The employer in so far as possible, will give at least ten (10) working days notice of all reductions in force.

Section 3. An employee who is laid off shall keep the employer advised of the employees current mailing address. Notice of Recall will be mailed to the employees last know address by certified mail. An employee shall report to work within ten (10) days after Notice of Recall is mailed unless the Notice of Recall provides for a specific effective date of recall, in which case the employee shall report on said effective date. The employee must respond to the Notice within three (3) days after receipt by contacting the employer. In the event the employee fails to comply with the above, the employee will be considered to have voluntarily quit.

Section 4. Within the job classification laid off, an employee will be returned to work in reverse order in which the employee was laid off. No new employee will be hired for a job in the classification for which an employee has been laid off until the laid off employee from the classification has been given notice of recall, unless such an employee has been laid off for a period of twenty-four (24) months, or more, in which case no notice of recall is necessary.

Section 5. A full-time, permanent, non-probationary employee who has been laid off shall have the right to bump an employee with less seniority in the bargaining unit, within ten (10) working days of the lay off, provided that the senior employee meets the qualifications for the position. Such an employee shall have ninety (90) days to satisfy the Employer of the employee's ability to perform the work of the new position. If the Employer is not satisfied, the employee will be returned to the employee's former position.

Section 6. An employee who has been bumped will have the right to bump a less senior employee in accordance with the procedures set out above.

Section 7. The right of a more senior employee to bump an employee with less seniority does not give the employee the right to bump into non-bargaining unit positions, nor can the employee bump into a Shop Foreman or Working Foreman position unless the employee laid off is already a Shop Foreman or a Working Foreman, and can meet the qualifications for the position.

## ARTICLE 6 JOB DESCRIPTIONS

Section 1. The Employer will prepare and maintain general job descriptions for those job classifications covered by this Agreement. It is fully understood by the parties that every incidental duty connected with the Employer's operation and as enumerated in the general job description will not always be specifically described.

Section 2. In the event that some employees are required to perform duties not specifically or generally called for in their general job description, every effort will be made to assign such employees to similar related work within fifteen (15) calendar days. An employee put in a higher wage classification shall receive the higher rate of pay for the classification for the period of time spent in that classification, provided the employee has completed the employee's training period. When an employee is training for a higher job classification, the employee shall not receive the higher rated pay until the employee completes forty-five (45) working days in that job classification.

Section 3. Such training may be extended for a like period of thirty (30) days upon mutual agreement between the Employer and employee. Said agreement, if reached, shall be communicated to the Union Steward and the Engineer's office. Should a lower paying classification be assigned an employee, that employee shall not lose any wages or be lowered to a lower wage classification. The Employer will attempt to cross-train employees by seniority. If inequities exist, catch-up measures will be taken.

Section 4. No employee shall suffer a reduction in pay when the employee changes job classifications except when an employee requests to be assigned or bids to a lower paying classification and said request is accepted by the Employer, or accepts an assignment made by the Employer to a lower classification, at which time the employee would receive the lower wage as provided for in said lower wage classification.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

Section 2. Any grievances that may arise shall be handled in the following manner and sequence. All grievance statements must be in writing and must be signed. A grievance that may arise shall be processed and settled in the following manner:

Step 1. Within five (5) working days of the alleged incident, an employee may initiate a written grievance with the employee's Union Steward during regular working hours.

Step 2. If the grievance is not resolved, the Union shall present the grievance to the County Engineer in writing within ten (10) working days. The County Engineer shall answer the grievance in writing within ten (10) working days following receipt of the grievance by mailing a written answer to the Union.

Step 3. If the grievance is not resolved in Step 2, the Union may, within twelve (12) working days following the answer by the County Engineer, submit the grievance to the County Board of Supervisors. The County Board of Supervisors shall, within twelve (12) working days, reply in writing to the employee and to the Union of its decision.

Section 3. If, within fifteen (15) working days, the County Board of Supervisors fails to respond or answer Step 3, the grievance may be submitted to arbitration. The grievance to be arbitrated shall be submitted to an arbitrator mutually agreed upon by both the Union and the Employer. Within five (5) working days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or jointly petition the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators; within three (3) days after receipt of said lists by the parties, they shall meet and, by a flip of a coin, determine which party shall strike the first name from the list. They shall alternately strike names, and the person whose name is left shall be the appointed arbitrator.

Section 4. The decision of the arbitrator shall be final and binding with all the expenses incurred shared equally by both of the parties herein. The arbitrator shall not have the power to change or modify, in part or in whole, any of the terms of this Agreement.

Section 5. The failure of an employee, or the Union, to appeal a grievance to the next step within the applicable times specified above, shall bar an employee and the Union from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled, unless the time limits are mutually extended in writing.

Section 6. The failure by the Employer to reply within the applicable times as specified above shall be deemed a denial of the grievance which may then be appealed by the employee, or the Union, to the next step, unless the time limits are mutually extended in writing.

Section 7. All statements required under this Article must be written and signed. All written statements or documents required under this Article, in addition to being mailed, must be filed with the Iowa County Auditor.

ARTICLE 8  
LEAVES OF ABSENCE

A. Leaves of Absence Without Pay.

Section 1. An employee who has completed the probationary period may be granted a leave of absence without pay or loss of seniority rights for any of the following reasons:

- a. Severe illness in the immediate family.
- b. Long-term personal injury or illness requiring medical attention.
- c. Compulsory service in the Armed Forces of the United States.
- d. Union business leave shall be granted to an employee elected to a Union office or selected by the Union to do work which takes the employee from employment with the Employer, with the employee to be granted only one (1) unpaid leave of absence every calendar.

Section 2. The maximum leave of absence, except in cases of long-term illness or injury or required military service, shall be for thirty (30) days. Leaves of absence may be extended for like periods, providing the employee requests additional time in writing and receives written permission from the Employer.

Section 3. The maximum leave of absence for a long-term illness or injury shall not exceed two (2) years.

Section 4. Any employee who does not return or overstays a leave of absence, or during this period of absence, is employed by another, will be considered to have terminated employment with the Employer, and if rehired, shall be considered as a new employee and must meet the requirements that apply to all new employees of the Employer.

B. Military Leaves.

Section 1. The Employer shall comply with the provisions of S29A.28, Code of Iowa, as the same may be amended from time to time.

C. Jury Duty.

Section 1. In the event an employee is summoned for jury duty, the employee shall receive full pay equal to the employee's normal work schedule. Any compensation paid to the employee for the employee's services as a juror for the hours required to perform such duty shall be paid to the Employer. An employee who performs jury duty for only a portion of the regular scheduled work day is expected to report to work when excused or released by the court.

Section 2. If an employee is called for jury duty, the employee shall, in writing, promptly notify the County Engineer so that arrangements may be made for the employee's absence from work.

D. Sick Leave

Section 1. Sick leave benefits shall be accrued as follows: 3.69 hours per bi-weekly period of service with a maximum accumulation of 960 hours. The official sick leave record shall be maintained at the County Engineer's office.

Section 2. Time off will be allowed for sickness beginning the first day, provided that an employee notify the Engineer's office or the employee's supervisor at least thirty (30) minutes prior to the time that the employee is scheduled to begin work. In addition, in order to be eligible for paid sick leave, after the third day of illness or after having taken six (6) sick leave days in a calendar year, the employee may be required to submit an authorization signed by a certified physician attesting to the fact that said employee was ill.

After the third day of illness or after the use of six (6) paid sick leave days in a calendar year, failure to comply with the foregoing requirements may result in the employee losing eight (8) hours pay for any day, and the following work days if the foregoing requirements are not met.

Section 3. In the event an employee leaves employment with the Employer or upon the death of an employee, the employee or the employee's beneficiaries shall be paid up to a maximum of 60 days (480 hours) of accumulated sick leave, provided that an employee, to be eligible to receive an employee's sick leave, must give the Employer two (2) weeks notice of the employee's termination in the event that the employee quits or resigns employment with the Employer.

YEARS	PERCENTAGE OF ACCRUED SICK LEAVE
5	25%
10	50%
15	75%
20	100%

Those current employees who have accumulated sick leave beyond 480 hours will be allowed to maintain their sick leave accumulation as of 7/1/96. However, any employee who is beyond the 480 hours as of 7/1/96 will not be able to increase their sick leave accumulation.

Section 4. An employee who is absent from work on legal holidays, during sick leave, vacation, or disability arising from verified injury in the course of employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the prescribed rate during such absence.

Section 5. In case of sickness or disability, the employee may use the employee's accumulated sick leave with pay up to the time disability insurance takes over. In addition to disability insurance, the employee, upon written request, may use the employee's accumulated sick leave to supplement the disability pay. The disability benefit and the sick leave received shall not exceed the employee's regular pay.

Section 6. Maternity shall be treated the same as any other illness or disability, and leave will be granted accordingly. If state or federal law requires that more leave be granted than is allowed under this Agreement, the state or federal law shall be followed.

Section 7. An employee may use sick leave to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use sick leave in any period for which an employee is receiving workers' compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such an employee the difference between the amount received from workers' compensation and eighty percent (80%) of the employee's regular pay. An employee may elect in writing to use sick leave to the extent it is available during the statutory waiting period. Any amounts paid by the Employer to the employee under this section shall be charged against the employee's accumulated sick leave.

#### E. Funeral Leave.

Section 1. In the event of the death of the employee's spouse, children, stepchildren, mother or stepmother, father or stepfather, the employee may take up to five (5) days funeral leave with pay to attend the funeral and to make necessary funeral arrangements.

Section 2. In the event of the death of the employee's father-in-law, mother-in-law, sister, brother, grandmother, grandfather, or grandchildren, the employee may take up to three (3) days funeral leave with pay to attend the funeral and to make necessary funeral arrangements.

Section 3. In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle, the employee may take up to one (1) day funeral leave with pay to attend the funeral and to make funeral arrangements.



Section 4. In the event of death of the employee's fellow worker who was currently employed in the Secondary Road Department, the employee may take up to one (1) day funeral leave with pay to attend the funeral. The County can deny such leave to an employee if the County determines a need to maintain an efficient number of qualified employees to provide County services.

Section 5. Time shall not be granted in excess of the above five (5), three (3), and one (1) day funeral leave except in unusual circumstances. If granted, the longer period of time must be in writing.

## ARTICLE 9 VACATION

Section 1. An employee, beginning with the date of employment and continuing for the balance of the employee's continuous service with the Employer, shall accumulate annual vacation leave at the following rate:

1. 1.54 hours for each full bi-weekly period of service during the first full twelve (12) month period of employment. No earned vacation can be taken until the employee successfully completes the probationary period;
2. 3.08 hours for each full bi-weekly period of service for employees during the 2nd to the 5th year of employment;
3. 4.62 hours for each full bi-weekly period of service for employees during the 5th to the 15th year of employment;
4. 6.15 hours for each full bi-weekly period of service for employees during the 15th to the 25th year of employment;
5. 7.69 hours for each full bi-weekly period of service during the 25th year and each subsequent year of service.

Section 2. All vacation leave must be approved by the County Engineer. All requests for vacation leave must be made in writing to the Engineer's office at least one-half (1/2) day in advance and said leave must also be approved by the County Engineer or his appointed representative one-half (1/2) day in advance, except requests for leave of more than five (5) days shall be made fourteen (14) calendar days in advance unless a shorter period is mutually agreed to.

Section 3. The maximum accumulation of vacation will be the employee's annual accumulation plus forty (40) hours, unless the Employer approves a greater accumulation in writing.

Section 4. The County Engineer shall not deny vacation leave requests so as to cause an employee to lose the employee's yearly vacation leave.

Section 5. In the event an employee leaves employment with the Employer, or upon the death of an employee, the employee or the employee's beneficiaries shall be paid for all accumulated vacation, provided that an employee, to be eligible to receive the employee's vacation earned during the final year of service, must give the Employer two (2) weeks notice of the employee's termination in the event that the employee quits or resigns employment with the Employer.

## ARTICLE 10 HOLIDAYS

Section 1. A regular employee, a probationary employee, a temporary employee, and regular part time employee, is eligible for the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr's. Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Friday before Easter	Floating Holiday

Section 2. Whenever any of the listed holidays falls on a Saturday, the preceding Friday shall be a holiday; when it falls on a Sunday, the following Monday shall be a holiday. Whenever a holiday falls on a scheduled work day, the employee shall receive eight (8) hours pay for the holiday.

Section 3. To be credited with these holidays, it is necessary for the employee to work, or be on pre-requested vacation or sick leave, the day before and after the holiday.

Section 4. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's appropriate rate of pay for all hours worked, plus the paid holiday. Holiday pay will be at the employee's appropriate rate of pay.

Section 5. The Union shall advise the Employer in writing of what day is to constitute the Floating Holiday each calendar year, with the notification to the Employer by the Union to occur at least four (4) weeks prior to the day of the Floating Holiday. Said Floating Holiday shall be the same day for all employees.

## ARTICLE 11 HOURS OF EMPLOYMENT

Section 1. The standard work week for all employees covered by this Agreement shall start at 12:00 AM on Sunday and end at 12:00 AM on the following Sunday evening.

Section 2. The standard work week for all employees covered by this Agreement shall consist of five (5) working days starting on Monday and ending on Friday of each week. Each working day, for pay purposes for all employees, will consist of eight (8) hours with one (1) fifteen minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon and a thirty (30) minute lunch break. The Employer may change to four (4) ten (10) hours days.

Section 3. If work schedules require modifications of changes, the Union will receive, in writing, two (2) weeks prior notice of said changes.

Section 4. An employee's travel time to and from the job site or location shall be considered as a part of the eight (8) hours work day, providing the employee first reports to the Employer-owned maintenance shed or the employee's designated meeting place.

## ARTICLE 12 OVERTIME

### A. Overtime.

Section 1. Scheduled paid leave will be counted as part of the regular hours worked for the payment of normal overtime during a regular week. Employees who are assigned to certain qualified work shall continue on the job and finish the work so employees do not change jobs so they can finish the work on overtime.

### B. Compensatory Time.

Section 1. An employee may receive compensatory time off for time actually worked in excess of forty (40) hours in one (1) week at the rate of one and one-half (1 1/2) hours for each overtime hour worked. All compensatory time off shall be scheduled with the permission and approval of the employee's supervisor. Each employee shall be allowed to accumulate up to one hundred twenty (120) hours of compensatory time to be used at a mutually agreed time with the supervisor and providing the employee provides the supervisor with at least one (1) week's notice.

Section 2. If an employee is required to use accumulated compensatory time by the supervisor, the employee shall not be required to take less than two (2) days off, unless it is mutually agreed that the accumulated compensatory time will be taken in smaller segments.

Section 3. Employees shall notify the County Engineer if they desire compensatory time in lieu of overtime payments by indicating the same on their time sheet at the time such sheet is turned in to the Engineer's office.

Section 4. If an employee desires to be paid for compensatory time before the end of the calendar year, the employee must notify the County Engineer in writing by no later than December 1 and actually be paid in the last pay period prior to December 31.

Section 5. The Employer shall pay the employee for all unused compensatory time at the end of the fiscal year at the hourly rate at which the compensatory time was earned.

Section 6. Employees shall be allowed to carry over forty (40) hours of compensatory time from one fiscal year to the next fiscal year.

C. Call-in Pay.

Section 1. In the event that the Employer notifies an employee of the necessity of reporting back for work at a time other than the normally scheduled work period, the employee shall receive only the employee's normal rate of pay.

D. Show-up Time.

Section 1. Any employee required to work and subsequently instructed to take the remainder of the day off shall be credited with the actual hours worked or four (4) hours pay, whichever is greater.

ARTICLE 13  
DUES CHECKOFF

Section 1. The Employer agrees to deduct Union dues and initiation fees from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefor, signed by the employee, which written order shall be from year to year, and for succeeding collective bargaining agreements, unless the employee shall give thirty (30) days written notice to the Employer and the Union of cancellation of said allowable deduction. Said Union dues and initiation fees shall be remitted to the Union.

Section 2.. The Employer will not enter into an agreement with any individual employee which is in conflict with the terms and provisions of this Agreement.

Section 3. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Union from an employee's pay. Deductions shall be made from the last paycheck of each month and remitted to the Union within twenty (20) days thereafter.

Section 4. The Employer agrees to make Teamster's Local 238 Credit Union deductions when proper authorization is provided by the employee. The Employer agrees to deduct each pay period and remit to the Credit Union office. The deduction must remain relatively the same and may be changed with a thirty (30) day advance written notice to the Employer.



## ARTICLE 14 INSURANCE

### A. Health Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for hospitalization and major medical benefits as provided under the plan acquired by the Employer and paid for in full by the Employer. The Employee shall pay any deductible cost or co-insurance cost as set out in the policy.

Section 2. An employee may elect dependent insurance coverage and the Employer shall pay eighty percent (80%) of the dependent insurance premium. The employee electing dependent insurance coverage shall pay the balance of the premium. The term dependent insurance coverage premium for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents. The employee shall pay any deductible cost or co-insurance cost as set out in the policy. July 1, 2007 the employer shall pay eighty-five percent (85%) of the dependent insurance premium.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

Section 4. Sections 1 and 2 state that the employee shall pay any deductible cost or co-insurance cost as set out in the policy; effective July 1, 2003 the deductible cost of the new policy is \$250/\$500 and the maximum out-of-pocket cost of the new policy is \$500/\$1,000.

### B. Dental Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for dental benefits as provided under the plan acquired by the Employer and paid for in full by the Employer.

Section 2. An employee shall pay the entire premium for dependent insurance coverage if an employee elects to take dental dependent coverage. The term dependent insurance coverage for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

### C. Life and Disability Insurance

Section 1. All eligible employees will be provided with \$15,000.00 life insurance coverage, and the cost of this insurance shall be paid by the Employer. Eligible employees will also be provided with disability insurance, which disability insurance shall cover sixty percent (60%) of the employee's wage, for a maximum of twenty-six (26) weeks. There will be a waiting period on disability insurance before said coverage is available of fourteen (14) days after the disability occurs. The employee shall also be covered under said disability insurance in the amount of \$15,000.00 for accidental death and dismemberment.

The cost of the disability insurance shall also be paid by the Employer. As of 8-1-2000 the Employer implemented a long term disability policy to coincide with the short term disability policy.

Section 2. New employees shall become eligible for this benefit following satisfactory completion of their probationary period, or the waiting period set out in the Employer's master plan covering the employees, whichever period is less.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

### D. Vision Insurance

Section 1. An employee, including a probationary employee, is eligible for single person coverage for vision benefits as provided under the plan acquired by the Employer and paid for in full by the Employer.

Section 2. An employee shall pay the entire premium for dependent vision coverage if an employee elects to take vision dependent coverage. The term dependent insurance coverage for purposes of this section means the amount of premium required to be paid over and above the single premium in order to insure the employee's dependents.

Section 3. The insurance referred to in this paragraph is subject to all terms and conditions of the contract the Employer has with the insurance carrier.

E. Insurance Coverage on Leave of Absence. A regular full time employee on authorized leave of absence without pay may continue to carry the Employer's health, dental, vision and life and disability insurance coverage by making arrangements with the payroll department in the Auditor's office and paying the full cost thereof on or before the due date of each monthly premium. This arrangement will not be available to the employee if coverage of the employee is not possible under the insurance plan carried by the Employer due to the employee's leave of absence.

ARTICLE 15  
SUPPLEMENTAL PAY

A. Longevity Pay

Section 1. Hourly paid employees shall receive the following longevity pay as set out in the schedule below:

Longevity Table

1.	2 to 5 years	-	\$.15 per hour over base wage
2.	6 to 10 years	-	\$.25 per hour over base wage
3.	11 to 15 years	-	\$.35 per hour over base wage
4.	16 to 20 years	-	\$.45 per hour over base wage
5.	21 to 25 years	-	\$.55 per hour over base wage
6.	26 to 30 years	-	\$.65 per hour over base wage
7.	31 to 35 years	-	\$.75 per hour over base wage
8.	36 to 40 years	-	\$.85 per hour over base wage

Section 2. Effective January 1, 1980, longevity pay shall be for the actual time worked for the employer. However, if an employee is discharged for cause, all prior longevity would be lost except if an employee leaves employment in good standing and were subsequently rehired by the employer, said employee should receive credit for prior years of service earned prior to the employee leaving his employment in good standing, for the purpose of longevity pay only.

B. Mileage

Section 1. After the authorization of the County Engineer, an employee who is required to furnish the employee's personal vehicle will be paid forty and one-half cents (\$.40.5) per mile for all mileage incurred by the employee.

Section 2. The employee will follow the guidelines established by the Employer for turning in this mileage.

## ARTICLE 16 UNIFORMS

Section 1. Uniforms will be provided at the expense of the Employer for the shop foreman and mechanics who work in Shop 1 in Marengo, Iowa. A clean uniform will be provided each day.

Section 2. Uniforms will be available for any other employee who signs up for said service. The employee will, in these cases, bear the entire cost of the employee's uniform service. The cost of the uniform service will be deducted from the employee's bi-weekly paycheck.

## ARTICLE 17 SAFETY

Section 1. The Employer, the Union, and the employee will comply with all applicable federal, state and local safety and health laws and the regulations issued thereunder.

Section 2. Matters of employee safety in the performance of the employee's job, procedures, and the operation of Employer equipment are proper subjects for grievance procedure. However, the manufacturer's recommendations as to the operation of any of the Employer's recommendations as to the operation of any of the Employer's equipment shall be absolute and shall control and shall not be subject to the grievance procedures.

Section 3. The matter of safety is a common concern and to this end, the parties agree to use reasonable means to protect the health and welfare of all employees.

Section 4. There shall be a safety committee established and they shall meet monthly to discuss safety concerns or to tour county road facilities.

## ARTICLE 18 WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. The Employer agrees to issue paychecks to all employees every two (2) weeks.

## ARTICLE 19 GENERAL CONDITIONS

Section 1. It is the sense and intention of the parties hereto that all of the provisions of this Agreement shall comply with all applicable statutes or authority or restriction on authority granted the Employer and any ordinance, rules and regulations made in compliance with such statute.

Section 2. Any notices required to be given to employees or the Union under the terms of this Agreement shall be deemed to have been given or served when mailed to the Union at its mailing address, which is: Chauffeurs, Teamsters & Helpers Local Union No. 238, 5000 J Street SW, Cedar Rapids, Iowa 52404. Said notices shall be mailed by restricted certified mail with proper postage affixed thereto. All notices required to be given to the Employer hereunder shall likewise be deemed to have been given or served when filed with the County Auditor and file-stamped by the County Auditor.

ARTICLE 20  
DURATION

This Agreement shall be in full force and effect from July 1, 2006, to and including June 30, 2009, and shall continue in full force and effect from time to time thereafter unless written notice to change or modify the Agreement is served by either party hereto prior to the date of expiration between September 1 and September 15.

Dated this 7<sup>th</sup> day of April, 2006.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, AFFILIATED  
WITH INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

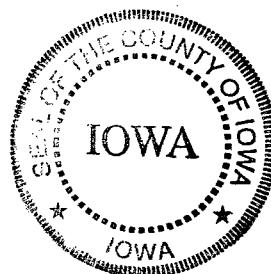
By *Darryl Penham*  
Secretary-Treasurer

IOWA COUNTY, IOWA

By *[Signature]*  
Chairperson

Attested to by:

*Linda Guggs*  
Auditor



## APPENDIX A

### Wage Schedule - Effective July 1, 2006

#### Section 1.

Classification	Effective 7/1/06	Effective 7/1/07	Effective 7/1/08
Engineer Technician III	\$18.76	\$19.51	\$20.29
Engineer Technician II	\$17.46	\$18.16	\$18.89
Engineer Technician I	\$16.35	\$17.00	\$17.68
Shop Foreman	\$17.86	\$18.57	\$19.31
Working Foreman	\$17.86	\$18.57	\$19.31
Mechanic	\$17.46	\$18.16	\$18.89
Dragline Operator	\$17.46	\$18.16	\$18.89
Machine Operator	\$17.08	\$17.76	\$18.47
Truck Driver	\$16.87	\$17.54	\$18.24
Sign Maintenance Person	\$16.87	\$17.54	\$18.24
Parts Person	\$16.87	\$17.54	\$18.24
Laborer	\$16.19	\$16.84	\$17.51

#### Section 2. New hires will be paid according to the following schedule:

Beginning pay	80% of the job classification pay rate
After 3 months of satisfactory progress	85% of the job classification pay rate
After 6 months of satisfactory progress	90% of the job classification pay rate
After 9 months of satisfactory progress	95% of the job classification pay rate
After 1 year of satisfactory progress	100% of the job classification pay rate

Section 3. The Employer may pay at an accelerated rate based on the employee's qualifications, at the discretion of the Employer.